



BRUHAT BENGALURU MAHANAGARA PALIKE

Tender for

"Procurement of aquatic de-weeder including 3 years maintenance."

Office of the Executive Engineer ,Lakes(East & K R Puram)

Room No. 309, 3rd floor, Annex Building-3, N.R Square,

Bangalore – 560 002



BRUHATH BENGALURU MAHANAGARA PALIKE

Office of the Executive Engineer, Lakes (East Zone & KR Puram Constituency) Room No.309, 3rd Floor, Annex-3

building, Bruhat Bengaluru Mahanagara Palike head office, N.R .Square, Bengaluru– 560 002

TenderNo:EE/Lakes/East&KRPC/TN-07/2025-26

Date:04.08.2025

INVITATION FOR TENDER(IFT)

(Through GOK Karnataka Public Procurement Portal only)

Tenders on item rate basis are invited by the undersigned for the work mentioned below from the registered contractors of Bruhath Bengaluru Mahanagara Palike or equivalent registration with CPWD / KPWD / Railways / MES or any State Government Organizations.

The Tender documents can be downloaded from the GOK **Karnataka Public Procurement Portal** Website (<https://kppp.karnataka.gov.in>) on payment of prescribed fee noted against each item of work (non refundable) in the form of e-Payment through KPPP Platform. The Tenderer should accompany a copy of the Valid Registration Certificate and shall be submitted through **Karnataka Public Procurement Portal**. (Standard Tender Bid Document)

Sl. No	Divison	Name of the Work	Value of work (Rs. in Lakhs)	EMD (in Rupees)	Eligibility of Contractor
1	Lakes	Procurement of aquatic de-weeder including 3 years maintenance	128.00 (exclusive GST)	200000.00	General
			150.00 (inclusive GST)		

Tender Processing fee and EMD should be made in **Karnataka Public Procurement Portal** only

Calendar of events:

1. Date of availability of Tender Documents: 05.08.2025 after 15:00 hours
2. Pre bid meeting: 11.08.2025 at 15:00 hours(*Address)
3. Last Date & Time for receipt of Tenders: 19.08.2025 upto 15:00 hours
4. Date of opening of Technical bid: 20.08.2025 at 15:30 hours
5. Date of opening of financial bid: After approval of technical bid

Address*

Pre bid meeting will be held in the office of Chief Engineer,FECC(No 308, 3rd floor, Annex-2 building, BBMP head office, NR Square)

Terms & Conditions:

1. Any reputed firms/ Manufacturers/ Suppliers/ Companies /Company registered under Companies Act 1956 are eligible to apply
2. No Joint Venture / Consortium is permissible.
3. The Tender Document will form part and parcel of the Agreement.
4. The Bruhat Bengaluru Mahanagara Palike reserves the right to accept / reject any or all the Tenders without assigning any reasons
5. The Tender will remain valid for 90 Days from the last date of Submission of the tender.
6. Within 7 days from the notification of award from the purchaser, the supplier should produce the performance security for 5% of the accepted tender cost in the form of bank guarantee and to execute agreement within 10 days, failing which the action will be taken to cancel the tender.
7. The de-weeding machine should be supplied within 20 days from the date of issue of work order without fail.
8. The Tenderer shall give twelve months warrantee for all the parts of the machinery and during this period to maintain and replace any such parts of the machine fused out, burnt out and defective parts thereon at free of cost.
9. The Income Tax , KST and Cess will be deducted as per prevailing rules and certificate will be issued in favor of the Contractor from every running bill / final bills of the contractor:
10. The rates quoted in the schedule shall be inclusive of all taxes applicable.(including GST)
11. All the participants should produce all the original documents for verification whenever necessary.
12. The intending Suppliers are requested to note that they should abide by the detailed instructions and conditions contained in the Standard Tender documents.
13. Conditional tenders will not be accepted.
14. Further details with respect to this tender can be obtained from the office of the undersigned on all working days between 10.00 A.M. & 5.00 P.M.
15. The Tender Notification along with Blank Tender Form will be accessible in the KPP Portal website (www.kppp.karnataka.gov.in)
16. Aspiring Bidders/Contractors who have not obtained the user ID & Password for participating in KPP Portal in Bruhat Bengaluru Mahanagara Palike , may now obtain the same from the website www.kppp.karnataka.gov.in)
17. Corrigendum/ modification/corrections, if any, will be published in the website only. For any clarification on KPP Portal or request for KPP Portal training, can be contacted to KPPP office.

Sd/-

Executive Engineer
Lakes(East & K R Puram)
Bruhat Bengaluru Mahanagara Palike

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SECTION II: INSTRUCTIONS TO TENDERERS (ITT)

A. General

1.0 ELIGIBILITY OF THE TENDERER:

Bruhat Bengaluru Mahanagara Palike,(Greater Bengaluru Authority) Bengaluru intends to procure aquatic de-weeder with trailer and its maintenance for 3 years for removal of weeds in lakes under BBMP custody. Tenders are invited from officially registered & eligible Bidders located in India having their own manufacturing unit or authorized supplier for supply and maintenance for aquatic de-weeder as per the given specification. Supply of machinery also includes free transportation and delivery and commissioning in the specified lake.

1.1 Eligibility criteria:

1. The tenderer should be a manufacturer/Authorized Supplier who must have manufactured and supplied along with testing or directly supplied and tested de-weeding machines of capacity not less than 11m³ but confirming to all other same specification as specified in the Schedule of Requirements minimum of one de-weeding machine to any Government / ULB / or any other Government organizations either directly or through an authorised partner in any one of the last 3 years. The tenderer should have directly supplied at least one deweeding machine to any Government/ ULB/ or any other Government organisations.
2. The machines offered for supply must be manufactured in 2024-25 or later and not before that.
3. The manufacturer should have its de-weeding machine of same capacity working satisfactorily in lakes for minimum of 6 months in the past 1 year either directly or through an authorized dealer.
4. Performance certificate by any Government organization for satisfactory performance for minimum of 6 months to be enclosed.
5. The bidder shall submit a valid certification of the design and technical parameters for the machine, from any marine/water based government recognised department.
6. The average annual financial turnover of the tenderer should be Rs.128.00 lakhs in the last 3 preceding financial years ending on the relevant financial year.
7. Tenderers quoting as Authorized Supplier of a manufacturer, meeting with the above requirement in full, should enclose authorization from the manufacturer in the prescribed format assuring full guarantee and warranty obligations as per GCC and SCC.

2.0 Scope of Tender:

Supply of aquatic de-weeder with trailer including 3 years maintenance complete as per the specification below:

Specifications	Minimum Requirements
Storage Capacity	13 Cubic meters and expandable feature
Storage weight	Not less than 5 tons
Total Weight of the machine	10 tons and compatible for shallow waters

Operating width	4 to 6 meters.
Total height of the machine	Not more than 4.5 meters (with trailers).
Hull Height	Min 1 meters - Max 1.5 meters
Compartments	Minimum 6
Draft, Empty / Draft, Fully Laden	Empty Draft shall not be more than 70 cm whereas loaded draft shall not be more than 85 cm.
Power plant	112 HP diesel engine
Conveyors	Multiple conveyor system
Conveyor Width	2 meter proportional to Hull width to ensure stability
Productivity	Not less than 0.25 hectares/hr
Hull Design	Adjustable Catamaran type Dual Pontoon for superior stability and shallow draft operation. The design should include a feature to increase the carrying capacity up to 16 cubic meters, with provisions for easily modifying or upgrading the conveyor system as per operational requirements.
Control System	Designed for complete hand operation, ensuring simple, intuitive, and user-friendly control.
Fuel Tank	100 litres
Engine Protection	Real time temperature and pressure display
GPS System	Live GPS tracking for real-time machine location monitoring, remote visibility of site progress & Geo fencing alerts for project boundaries.

Hydraulic System	The equipment/machinery must feature a multi-stage hydraulic system with independent units allocated separately for different functional components such as propulsion and auxiliary operations. This configuration should allow each system to operate independently, ensuring continued functionality even if one unit experiences a failure. Additionally, the use of double-acting hydraulic cylinders is required to enable accurate and controlled movement for lifting and lowering applications. This design approach is aimed at improving overall system reliability, minimizing downtime, and ensuring uninterrupted operation.
Hydraulic Oil	Environmentally safe, marine grade H.O. should be used.
Hydraulic Reservoir Capacity	250 litres with temperature & level gauge and it shall be capable enough to operate all the hydraulic operations without any trouble.
Hydraulic System Protection	Real time temperature display with high temperature buzzer has to be fitted with directional control valves having integrated adjustable relief valves.
Control panel	The control panel has to have comprehensive engine-related gauges, hydraulic gauges, a mandatory flooding alarm and essential switches.
Pilot House	To be positioned centre to the width of the machine and should have good visibility of loading conveyor and vessel surroundings, Sun and rain canopy or cabin with good aesthetic and clear vision shall be provided.
Operator Seat	A padded vinyl captain's chair shall be provided for comfort.
Operator Protection	All the compartments are to be fitted with sensors to sense water flooding and a buzzer to be provided at the control panel to warn the operator.
Vessel Lighting	Night working lights shall be provided. Front, rear and tower lights.

Instrumentation	Hydraulic open / close collection flares for skimming - horizontal and rotary cutter knives for harvesting to be used interchangeably. Further it shall be easy to mount or dismount the various mechanisms with less requirement of time.
Pick up Swath, Width for Skimmer	2 meters
Pick up Swath, Depth for Skimmer	Adjustable, 0 – 0.9 meters
Impact Protection	PVC/Nylon/suitable plastic/Non corrosive bars to be fitted to the base of the hull to protect from under water impacts.
Conveyor Belting, with Flights	Stainless steel honeycomb conveyor for enhanced durability and extended service life
Discharge Height, from water surface	Appx. 1.5 meters.
Propulsion System & Location	Fully hydraulic-driven paddle wheel system for higher efficiency.
Operation	Independent forward & reverse movement of each paddle wheel shall be required for better working and control.
Hull Material	Carbon steel for better protection & long life or higher grade/ quality.
Frame Material	Carbon steel for better protection & long life or higher grade/ quality.
Fasteners	Suitable high tensile/ Stainless steel fasteners are to be used.
Preparation for entire machine	Abrasive sandblast, should be done before applying paint for longer life
Paint Type, above the waterline	Epoxy Primer with high quality polyurethane based paint should be applied to resist the corrosion & for better life of equipment.
Paint Type, below the waterline	High quality marine grade Anti-fouling primer with high quality polyurethane based paint should be applied to resist the corrosion & for better life of equipment.
Design Certification	Valid certification of the design and technical parameters from any Government department or organization related to marine/water

	based operations.
Trailer	Transport trailer compatible for weed harvester movement. Should be compatible for joining with tractor with minimum capacity of 65HP.

- 1 Supply of One number of De-weeding machine with trailer and 3 year maintenance, as per technical specification mentioned in table above.
- 2 Warranty of twelve months from the date of supplying the de-weeding machine as per the specification.
- 3 The specification given in the Schedule is minimum requirement, the manufacturer / suppliers should design and supply for the above mentioned scope of work along with technical specifications with good performance & durability. Considering the feed input & outcome as important criteria.
- 4 The successful bidder shall supply additional de-weeding machines at the same quoted rate if desired by BBMP.

3.0 Cost of Tendering

- 1) The tenders shall be accompanied by Tender processing fee for the specified amount mentioned in the KPP Portal. The tenderer can pay the Tender processing fee in the KPP Portal using any of the following payment modes.
 - Credit card
 - Direct debit
 - National Electronic Fund Transfer (NEFT)
 - Over the counter (OTC)
- 2) For details, registration and e-payment visit GOK KPP Portal website <https://kppp.karnataka.gov.in>

B. The Tender Documents

4. Contents of Tender Documents

- 4.1 The goods required, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents include:
 - (a) Instruction to Tenderers (ITT)
 - (b) General Conditions of Contract (GCC)
 - (c) Special Conditions of Contract (SCC)
 - (d) Schedule of Requirements
 - (e) Technical Specifications
 - (f) Tender Form and Price Schedules
 - (g) Earnest Money Deposit Form
 - (h) Contract Form
 - (i) Performance Security Form
 - (j) Performance Statement Form

- (k) Manufacturers Authorization Form
- (l) Bank Guarantee for Advance Payment Form and
- (m) Capability statement Form
- (n) Equipment and Quality Control
- (o) Service Support Details Form

4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be at the Tenderer's risk and may result in rejection of its tender.

5 Clarification of Tender Documents

5.1 A prospective tenderer requiring any clarification of the tender documents may communicate the same to the Office of the Executive Engineer ,Lakes(East & K R Puram)Room No. 309, 3rd floor, Annex Building-3, N.R Square, Bangalore – 560 002.

6.0 Amendment of Tender documents

- 6.1 Before the deadline for submission of tenders, the Purchaser may modify the tender documents by issuing addendum only through KPP Portal website only.
- 6.2 Any addendum thus issued shall be part of the tender documents and shall be communicated through KPP Portal website only. And will be binding on them.
- 6.3 To give prospective Tenderer reasonable time in which to take an addendum into account in preparing their tenders, the Purchaser shall extend as necessary the deadline for submission of tenders.

C. Preparation of Tenders

7. Language of Tender

The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translation shall govern.

8. Documents Constituting the Tender

8.1 The tender prepared by the Tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with ITT Clauses 8, 9 and 10
- (b) Documentary evidence established in accordance with ITT Clause 11 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted

- (c) Documentary evidence established in accordance with ITT Clause 12 that the goods and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the tender documents and
- (d) Earnest money deposit furnished in accordance with ITT Clause 13.

9. Tender Form

- 9.1 The Tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents a brief description of the aquatic de-weeder, its drawings and design with certification from the marine department for its stability to operate in lakes, their country of origin, quantity and prices.

10. Tender Prices

- 10.1 The Tenderer shall indicate on the price schedule the unit prices and total tender prices of the goods it proposes to supply under the Contract. However, tenderers shall quote for the complete requirement of goods and services specified under this schedule on a single responsibility basis, failing which such tenders will not be taken into account for evaluation and will not be considered for award. No field should be left blank.

- 10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner

- (i) the price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable.(including GST).
 - a. on components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory or
 - b. on the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.
- (ii) any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded;
- (iii) The price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination and
- (iv) The price of other incidental services listed in Clause 4 of the Special Conditions of Contract.

- 10.3 The Tenderer separation of the price components in accordance with ITT Clause 10.2 above will be solely for the purpose of facilitating the comparison of tenders by the Purchaser and will not in any way limit the Purchaser right to contract on any of the terms offered.

- 10.4 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 22.

11. Tender Currency

- 11.1 Prices shall be quoted in Indian Rupees:

12. Documents Establishing Tenderer's Eligibility and Qualifications

12.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the Contract.

12.2 The documentary evidence of the Tenderer's qualifications should establish to the Purchaser's satisfaction:

- (a) that, in the case of a Tenderer offering to supply goods under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized (as per authorization form in Section XIII) by the goods' Manufacturer or producer to supply the goods in India.

(The item or items for which Manufacturer's Authorization is required should be specified)

- (b) that the Tenderer has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VII. To this end, all tenders submitted shall include the following information:

- (i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc;

- (ii) Details of experience and past performance of the tenderer on equipment offered and on those of similar nature within the past three years and details of current contracts in hand and other commitments (suggested proforma given in Section XII);

13. Documents Establishing Goods' Eligibility and Conformity to Tender Documents

13.1 Pursuant to ITB Clause 7, the Tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all goods and services which the tenderer proposes to supply under the contract..

12.2 The documentary evidence of conformity of the goods and services to the tender documents may be in the form of literature, drawings and design data, and shall consist of

- (a) a detailed description of the essential technical and performance characteristics of the goods ;
- (b) a list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the use of the goods by the Purchaser; and
- (c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

- (d) a confirmation that, if the tenderer offers system and/or other software developed by another company, such software operates effectively on the system offered by the tenderer; and the tenderer is willing to accept responsibility for its successful operations; and
- (e) a confirmation that the tenderer is either the owner of the Intellectual Property Rights in the hardware and software items offered, or it has the proper authorization and/or license from the owner to offer them. Willful misrepresentation of these facts will lead to the cancellation of the Contract without prejudice of other remedies that the Purchaser may take.

13.3 For purposes of the commentary to be furnished pursuant to ITT Clause 12.2(c) above, the Tenderer shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names and/or catalogue numbers in its tender, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

14.0 Earnest money deposit

14.1 The Tenderer shall furnish, as part of his tender, earnest money deposit in the amount as specified in Section-V - Schedule of Requirements. This earnest money deposit shall be in Indian Rupees and payment to be made through e-payment under any one of the four options, through Credit card, direct debit, National Electronic Fund Transfer (NEFT), Over The Counter (OTC) and the confirmation receipt shall be submitted along with the tender.

14.2 The earnest money deposit is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 14.7.

14.3 The earnest money deposit shall be denominated in Indian Rupees and shall:

- (a) At the tenderer's option, be in the form of either a certified check, letter of credit, a demand draft, or a bank guarantee from a nationalized/Scheduled Bank located in India or specified small savings instruments;
- (b) Be substantially in accordance with one of the form of earnest money deposit included in Section VIII or other form approved by the Purchaser prior to tender submission;
- (c) Be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITT Clause 14.7 are invoked;
- (d) Be submitted in its original form; copies will not be accepted; and
- (e) Remain valid for a period of 90 days beyond the original validity period of tenders, or beyond any period of extension subsequently requested under ITT Clause 14.2.

14.4 Any tender not secured in accordance with ITT Clauses 14.1 and 14.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITT Clause 22.

- 14.5 Unsuccessful Tenderer's tender securities will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of tender validity prescribed by the Purchaser, pursuant to ITT Clause 15.
- 14.6 The successful Tenderer's tender security will be discharged upon the Tenderer signing the Contract, pursuant to ITT Clause 30, and furnishing the performance security, pursuant to ITB Clause 31.
- 14.7 The tender security may be forfeited:
- (a) If a Tenderer (i) withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or (ii) does not accept the correction of errors pursuant to ITT Clause 22.2; or
 - (b) In case of a successful Tenderer, if the Tenderer fails:
 - (i) To sign the Contract in accordance with ITT Clause 30; or
 - (ii) To furnish performance security in accordance with ITT Clause 31.

15. Period of Validity of Tenders

- 15.1 Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by BBMP, pursuant to ITB Clause 17. A tender valid for a shorter period shall be rejected by the BBMP as non-responsive.
- 15.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The earnest money deposit provided under ITT Clause 14 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

16.0 Format and signing of Tender

- 16.1 The Tenderer shall prepare the documents comprising in Clause 9 of these Instructions to Tenderers, and upload to the website through KPP Portal only.
- 16.2 The Tender document shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where entries or amendments have been made shall be initialed by the person signing the tender.
- 16.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the BBMP, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

D. Submission of Tenders

17.0 Sealing and Marking.

The tenderer shall submit the duly filled tender through KPP Portal.

18.0 Deadline for submission of the Tenders

- 18.1 Tenders uploaded must be received by the BBMP in the website not later than UPTO 4.00 PM. In the event of the specified date for the submission of tenders being declared a holiday for the BBMP, the tenders will be received up to the appointed time on the next working day.
- 18.2 The BBMP may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 8, in which case all rights and obligations of the BBMP and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

19.0 Late Tenders

Any Tender by the BBMP after the deadline prescribed in Clause 16 will not be accepted/opened. KPP Portal website itself.

20.0 Modification and Withdrawal of Tenders

- 20.1 The Tenderer may modify or withdraw its Tender after the tender submission provided that written notice of the modification for withdrawal is received by the purchaser prior to the deadline prescribed for submission of tender.
- 20.2 No Tender may be modified after the deadline for submission of Tenders.
- 20.3 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 11.1 above or as extended pursuant to Clause 11.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 12.

E. Tender opening and evaluation of tenders

21. Opening of tenders by the Purchaser

- 21.1 The Purchaser will open the tenders in KPP Portal only.

22 Clarification of Tenders

- 22.1 Any clarifications on the tender invited can be sought at the office of Executive Engineer (East & KRPC), Lakes between 10:00 am to 5:30 pm on all the working days.
- 22.2 Any effort by the Tenderer to influence the BBMP in the BBMP's Tender evaluation, comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

23 Preliminary Examination.

- 23.1 the Purchaser will examine the tender to determine whether they are complete, whether any computational errors have been made whether required sureties have been furnished whether the documents have been properly signed and whether

tenders are generally in order tenders from agents without proper authorization from the manufacturer as per section XII shall be treated as non responsive.

- 23.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is discrepancy between words and figures, the lowest of the two will prevail. If the supplier does not accept the correction of errors, its tender will be rejected and its tender security may be forfeited.
- 23.6 If a tender is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

24 Evaluation and comparison of Tenders

- 24.1 The Purchaser will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.
- 24.2 If the tender of the successful tenderer is seriously unbalanced in relation to the Purchaser estimate of the cost of the work to be performed under the contract, the Purchaser may require the Tenderer to produce detailed price analyses and to demonstrate the internal consistency of those prices with schedule proposed. After evaluation of the price analyses, the Purchaser may require that the amount of the performance security set forth be increased at the expense of the successful Tenderer to a level sufficient to protect the Purchaser against financial loss in the event of default of the successful under the contract.
- 24.3 The Purchaser's evaluation of a tender will take into account, in addition to the tender price (Ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITT and in the Technical Specifications:
- (a) cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination;
 - (b) delivery schedule offered in the tender;
 - (c) deviations in payment schedule from that specified in the Special Conditions of Contract;
 - (d) the cost of components, mandatory spare parts and service;
 - (e) the availability in India of spare parts and after-sales services for the goods / equipment offered in the tender;
 - (f) the projected operating and maintenance costs during the life of the equipment; and
 - (g) the performance and productivity of the equipment offered.
- 24.4 Pursuant to ITT Clause, one or more of the following evaluation methods will be applied:
- (a) *Inland Transportation, Insurance and Incidentals:*

- (i) Inland transportation, insurance and other incidentals for delivery of goods to the final destination as stated in ITT Clause 9.2 (iii).

The above costs will be added to the tender price.

(b) *Delivery Schedule:*

- (i) The Purchaser requires to deliver the aquatic de-weeder with trailer at the specified lake under BBMP custody as intimated by the Executive Engineer(East & KRPC) in writing within 20 days of issue of Notice of work order.

25. Contacting the Purchaser

25.1 Subject to ITT Clause 22, no Tenderer shall contact the Purchaser on any matter relating to its tender, from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the purchaser, it should do so in writing.

25.2 Any effort by a Tenderer to influence the Purchaser in its decisions on tender evaluation, tender comparison or contract award may result in rejection of the Tenderer's tender.

F. Award of Contract

26.0 Post qualification

26.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender meets the criteria specified in ITT Clause 11.2 (b) and is qualified to perform the contract satisfactorily.

26.2 The determination will take into account the Tenderer's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 11, as well as such other information as the Purchaser deems necessary and appropriate.

26.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Purchaser will proceed to retender.

27. Award Criteria

27.1 Subject to ITT Clause 29, the Purchaser will award the Contract to the successful Tenderer whose tender has been determined to be responsive and has been determined as the lowest evaluated tender, after being technical eligibility.

28. Purchaser's right to vary Quantities at Time of Award

28.1 The Purchaser reserves the right at the time of Contract award to increase or decrease by up to 25 percent of the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

29. Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders

- 29.1 The Purchaser reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.

30. Notification of Award

- 30.1 Prior to the expiration of the period of tender validity, the Purchaser will notify the successful tenderer in writing by registered letter or by cable/telex or fax, to be confirmed in writing by registered letter, that its tender has been accepted.
- 30.2 The notification of award will constitute the formation of the Contract.
- 30.3 Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 32, the Purchaser will promptly to each unsuccessful Tenderer discharge its earnest money deposit, pursuant to ITT Clause 14.

31. Signing of Contract

- 31.1 At the same time as the Purchaser notifies the successful tenderer that its tender has been accepted, the Purchaser will send the Letter of Acceptance.
- 31.2 Within 20 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Purchaser.

32. Performance Security

- 32.1 The successful bidder shall furnish two performance securities in the form of BG at 5% of the contract value for procurement of machine having validity of 1 year and 2 months from the date of signing agreement and another BG to be furnished 1 month before the expiry of the previous BG amount to 5% of total charge of 2 year maintenance valid upto 2 years 2 months.
- 32.2 Within 20 days of the receipt of notification of award from the Purchaser, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents or in another form acceptable to the Purchaser.
- 32.3 Failure of the successful Tenderer to comply with the requirement of ITT Clause 32.1 or ITT Clause 32.2 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit.

33 Corrupt or Fraudulent Practices

- 33.1 The Government requires that Tenderers/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government:
- (a) Defines for the purposes of this provision, the terms set forth as follows:

(i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

33.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 4.4 and sub-clause 23.1 of the General Conditions of Contract.

SECTION III: GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

Clause Number	Topic
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SECTION III – GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Purchaser" means the organization purchasing the Goods, as named in SCC.
- (h) "The Purchaser's country" is the country named in SCC.
- (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (j) "The Government" means the Government of Karnataka State.
- (k) "The Project Site", where applicable, means the place or places named in SCC.
- (l) "Day" means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superceded by provisions in other parts of the Contract.

3. Standards

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

3.2 The Goods supplied under this Contract shall be new & unused.

4. Use of Contract Documents and Information; Inspection and Audit by the Government

4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 4.4 The supplier shall permit the Government to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government, if so required by the Government.

5. Patent Rights

- 5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

6. Performance Security

- 6.1 Within 20 days of receipt of the notification of contract award, the Supplier shall furnish two performance securities in the form of BG at 5% of the contract value for procurement of machine having validity of 1 year and 2 months from the date of signing agreement and another BG to be furnished 1 month before the expiry of the previous BG amount to 5% of total charge of 2 year maintenance valid upto 2 years 2 months. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected/replaced material shall be extended to a further period of 12 months.
- 6.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 6.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
- (a) A Bank guarantee or irrevocable Letter of Credit, issued by a Nationalized/Scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser
- 6.4 The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any Warranty obligations, under the Contract.
- 6.5 In the event of any contract amendment, the Supplier shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including Warranty obligations.

7. Inspections and Tests

- 7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.
- 7.2 The inspections and tests will be conducted on the premises of the Supplier or its subcontractor(s) and at point of delivery and/or at the Goods final destination. When conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.
- 7.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 7.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
- 7.5 Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.
- 7.6 Manuals and Drawings
 - 7.6.1 Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals together with drawings of the goods and equipment. These shall be in such detail as will enable the Purchaser to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.
 - 7.6.2 The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract.
 - 7.6.3 Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the Purchaser.

8. Packing

- 8.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where

appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

8.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

8.3 Packing Instructions: The Supplier will be required to mark on three sides with proper paint/indelible ink the following
i) Project, ii) Contract No., iii) Suppliers Name, and iv) Packing List Reference number.

8.4 The supplier shall deliver and commission the machine in the lake identified by the Executive Engineer (Lakes-East and KRP) in writing.

9. Delivery and Documents

9.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10. Insurance

10.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War risks and Strikes.

11. Transportation

11.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price

12. Incidental Services

12.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

- (e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

12.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

13. Spare Parts

13.1 As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

13.2 The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within 3 months of placement of order.

14. Warranty

14.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

14.2 This warranty shall remain valid for operation of 12 months after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for 15 months after the date of shipment from the place of loading whichever period concludes earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:

- (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC Clause 2; OR

- (b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be as specified in the Technical Specifications.¹
- 14.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 14.4 Upon receipt of such notice, the Supplier shall, within the period of 7 days and with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter. In the event of any correction of defects or replacement of defective material during the first year, the Warranty for the corrected or replaced material shall be extended to a further period of 12 months.
- 14.5 If the Supplier, having been notified, fails to remedy the defect(s) within 7 days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 14.6 Maintenance Service:
- (i) Annual maintenance and repairs of the machine including supply of spares etc. will be done by the Supplier at additional cost as quoted by the suppliers in the Clause of Schedule B . The annual maintenance and repair cost shall be paid in equal quarterly installments at the end of each quarter subject to satisfactory services rendered as specified in the bid document and the resultant contract as per the rates quoted in the price schedule and after the supplier raises the invoice for the same.
 - ii) The maximum response time for maintenance complaint from any of the destinations specified in the Schedule of Requirements (i.e. time required for supplier's maintenance engineer to report at the installation after a request call/telegram is made or letter is written) shall not exceed 3 days.
 - iii) It is expected that the average downtime of the item (system) will be less than half the maximum downtime (i.e. defined as number of days for which an item of equipment is not usable because of inability of the supplier to repair it) as mentioned in the form of technical details. In case an item is not usable beyond the stipulated maximum downtime the supplier will be required to arrange for an immediate replacement of the same till it is repaired. Failure to arrange for the immediate repair/replacement will be liable for a penalty of Rs. 100 per day per item. The amount of penalty will be recovered from the Performance Security guarantee during warranty period. During annual maintenance contract period, the penalty of Rs. 100 per item per day will be recovered from the amount of annual maintenance charges.

15. Payment

- 15.1 On Delivery : Hundred percent of the machinery procurement price shall be paid on delivery and initial commencement of the aquatic de-weeder at the lake designated by Executive Engineer-Lakes (East and KRPura) in writing, and establishing that the supplied goods broadly conform to the requirements and all the documents pertaining to the vehicle transferred in the name of Chief Commissioner, BBMP(GBA) upon the supplier raising the invoice.

¹

- 15.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the contract.
- 15.3 Payments shall be made promptly by the Purchaser as far as possible within sixty (60) days after submission of the invoice or claim by the Supplier.
- 15.4 Payment shall be made in Indian Rupees.

16. Prices

- 16.1 Prices payable to the supplier as stated in the contract shall be firm during the performance of the contract.

17. Change Orders

- 17.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract all before delivery in any one or more of the following:
- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) The method of shipping or packing;
 - (c) The place of delivery; and/or
 - (d) The Services to be provided by the Supplier.
- 17.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

18. Contract Amendments

- 18.1 Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

19. Assignment

- 19.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

20. Subcontracts

No subcontracts allowed.

21. Delays in the Supplier's Performance

- 21.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.
- 21.2 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22.

22. Liquidated Damages

- 22.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1 % of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 5% of the Contract Price. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 23.

23. Termination for Default

- 23.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:
- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or as per GCC Clause 22.1; or
 - (b) If the Supplier fails to perform any other obligation(s) under the Contract.
 - (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

- 23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

24. Force Majeure

24.1 Notwithstanding the provisions of GCC Clauses 21, 22, 23, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

24.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

25. Termination for Insolvency

25.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

26. Termination for Convenience

26.1 -Deleted-

26.2 -Deleted-

27. Settlement of Disputes

27.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

27.2 -Deleted-

27.2.1 -Deleted-

27.2.2 -Deleted-

27.3 -Deleted-

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 5,

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing Language

29.1 The contract shall be written in English language. Subject to GCC Clause 30, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

31. Notices

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing to the other Party's address specified in SCC.

31.2 A notice shall be effective when delivered to the other party .

32. Taxes and Duties

32.2 Suppliers shall be entirely responsible for all taxes, duties, vehicle registration, license fees, octroi, road permits, RTO expenses and comprehensive Insurance etc., incurred until delivery of the contracted Goods to the Purchaser.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

TABLE OF CLAUSE

<u>Item No.</u>	<u>Topic</u>
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2.	Inspection and Tests (GCC Clause 5)
3.	Delivery and Documents(GCC Clause 9)
4.	Incidental Services (GCC Clause 12)
5.	Payment (GCC Clause 14 and 15)
6.	Notices (GCC Clause 31)

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1. Definitions (GCC Clause 1)

(a) The Purchaser is Chief Commissioner, BBMP(GBA)

(b) The Supplier is

2. Inspection and Tests (GCC Clause 5)

The following inspection procedures and tests are required by the Purchaser:

After delivering the De-weeding machine should be inspected by the third party assigned by BBMP(GBA).

3. Delivery and Documents (GCC Clause 9)

Upon delivery of the Goods, the supplier shall notify the purchaser and the insurance company by cable/telex/fax the full details of the shipment including contract number, railway receipt number and date, description of goods, quantity, name of the consignee etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

- (i) Four Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;
- (ii) Railway receipt/acknowledgment of receipt of goods from the consignee(s);
- (iii) Four Copies of packing list identifying the contents of each package;
- (iv) Insurance Certificate;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and

The above documents shall be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

4. Incidental Services (GCC Clause 12)

The following services shall be furnished and the cost shall be included in the contract price:

- a. Performance of the on-site assembly, commissioning and start-up of the equipment.
- b. Furnishing the detailed operation and maintenance manuals for each items of supply at each location.
- c. Training of the Purchaser's personnel at the Supplier's office as specified
- d. Maintenance and repair of the equipment at each location during the warranty period including supply of all spares. This shall not relieve the supplier of any warranty obligations under this contract.
- e. Maintenance and/or repairs of the supplied goods for a period of three years. The bidder should indicate the spares and their costs, if any, which are not included in the maintenance contracts.

5. Payment (GCC Clause 14 and 15)

5.1 On Delivery : Hundred percent of the machinery procurement cost shall be paid on delivery and initial commencement of the aquatic de-weeder at the lake designated by Executive Engineer-Lakes (East and KRPura) in writing, and establishing that the supplied goods broadly conform to the requirements and all the documents pertaining to the vehicle transferred in the name of Chief Commisioner, BBMP(GBA), upon the supplier raising the bill.

5.2 During the 3 years of maintenance, annual maintenance and repairs of the machine including supply of spares etc. will be done by the Supplier at additional cost as quoted by the suppliers in the Clause of Schedule B . The annual maintenance and repair cost shall be paid in equal quarterly installments at the end of each quarter subject to satisfactory services rendered as specified in the bid document and the resultant contract as per the rates quoted in the price schedule and after the supplier raises the invoice for the same.

6. Notices (GCC Clause 31)

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

Purchaser:

.....

.....

Supplier: (To be filled in at the time of Contract signature)

.....

.....

SECTION V: SCHEDULE OF REQUIREMENTS

(To be inserted in the Tender Documents by the Purchaser, as applicable. The Schedule should cover, at a minimum, the required items, quantities, services, delivery period(s) and earnest money deposit (EMD).)

SPECIFIC INSTRUCTIONS :-

Specifications	Minimum Requirements
Storage Capacity	13 Cubic meters and expandable feature
Storage weight	Not less than 5 tons
Total Weight of the machine	10 tons and compatible for shallow waters
Operating width	4 to 6 meters.
Total height of the machine	Not more than 4.5 meters (with trailers).
Hull Height	Min 1 meters - Max 1.5 meters
Compartments	Minimum 6
Draft, Empty / Draft, Fully Laden	Empty Draft shall not be more than 70 cm whereas loaded draft shall not be more than 85 cm.
Power plant	112 HP diesel engine
Conveyors	Multiple conveyor system
Conveyor Width	2 meter proportional to Hull width to ensure stability
Productivity	Not less than 0.25 hectares/hr
Hull Design	Adjustable Catamaran type Dual Pontoon for superior stability and shallow draft operation. The design should include a feature to increase the carrying capacity up to 16 cubic meters, with provisions for easily

	modifying or upgrading the conveyor system as per operational requirements.
Control System	Designed for complete hand operation, ensuring simple, intuitive, and user-friendly control.
Fuel Tank	100 litres
Engine Protection	Real time temperature and pressure display
GPS System	Live GPS tracking for real-time machine location monitoring, remote visibility of site progress & Geo fencing alerts for project boundaries.
Hydraulic System	The equipment/machinery must feature a multi-stage hydraulic system with independent units allocated separately for different functional components—such as propulsion and auxiliary operations. This configuration should allow each system to operate independently, ensuring continued functionality even if one unit experiences a failure. Additionally, the use of double-acting hydraulic cylinders is required to enable accurate and controlled movement for lifting and lowering applications. This design approach is aimed at improving overall system reliability, minimizing downtime, and ensuring uninterrupted operation.
Hydraulic Oil	Environmentally safe, marine grade H.O. should be used.
Hydraulic Reservoir Capacity	250 litres with temperature & level gauge and it shall be capable enough to operate all the hydraulic operations without any trouble.
Hydraulic System Protection	Real time temperature display with high temperature buzzer has to be fitted with directional control valves having integrated adjustable relief valves.
Control panel	The control panel has to have comprehensive engine-related gauges, hydraulic gauges, a mandatory

	flooding alarm and essential switches.
Pilot House	To be positioned centre to the width of the machine and should have good visibility of loading conveyor and vessel surroundings, Sun and rain canopy or cabin with good aesthetic and clear vision shall be provided.
Operator Seat	A padded vinyl captain's chair shall be provided for comfort.
Operator Protection	All the compartments are to be fitted with sensors to sense water flooding and a buzzer to be provided at the control panel to warn the operator.
Vessel Lighting	Night working lights shall be provided. Front, rear and tower lights.
Instrumentation	Hydraulic open / close collection flares for skimming - horizontal and rotary cutter knives for harvesting to be used interchangeably. Further it shall be easy to mount or dismount the various mechanisms with less requirement of time.
Pick up Swath, Width for Skimmer	2 meters
Pick up Swath, Depth for Skimmer	Adjustable, 0 – 0.9 meters
Impact Protection	PVC/Nylon/suitable plastic/Non corrosive bars to be fitted to the base of the hull to protect from under water impacts.
Conveyor Belting, with Flights	Stainless steel honeycomb conveyor for enhanced durability and extended service life
Discharge Height, from water surface	Appx. 1.5 meters.
Propulsion System & Location	Fully hydraulic-driven paddle wheel system for higher efficiency.
Operation	Independent forward & reverse movement of each paddle wheel shall be required for better working and control.
Hull Material	Carbon steel for better protection & long life or higher grade/ quality.
Frame Material	Carbon steel for better protection &

	long life or higher grade/ quality.
Fasteners	Suitable high tensile/ Stainless steel fasteners are to be used.
Preparation for entire machine	Abrasive sandblast, should be done before applying paint for longer life
Paint Type, above the waterline	Epoxy Primer with high quality polyurethane based paint should be applied to resist the corrosion & for better life of equipment.
Paint Type, below the waterline	High quality marine grade Anti-fouling primer with high quality polyurethane based paint should be applied to resist the corrosion & for better life of equipment.
Design Certification	Valid certification of the design and technical parameters from any Government department or organization related to marine/water based operations.
Trailer	Transport trailer compatible for weed harvester movement. Should be compatible for joining with tractor with minimum capacity of 65HP.

1. All moving parts shall be provided with adequate means of lubrication by providing nipples etc.
2. All reciprocating parts shall be suitably guarded.
3. The equipment shall be capable of being operated under average conditions for 8 hrs. Continuously with no drop of efficiency or any ill effects on its component.
4. The De-weeding machine will meet the requirement of Motor vehicle Act 1989 (Amended till date) with the latest norms, if any OR It should be having valid approval from Transport department in INDIA.
5. The tenderer will have to give the demonstration of the De-weeding machine offered whenever called for by the department.
6. The equipment shall be guaranteed for a period of one year.
7. The tenderer shall fill in all the Annexures and sign the same, if the tenderers fails to do so the tender will be rejected.
8. The prices for the equipment shall be inclusive of all taxes & duties namely, Custom duty, Excise duty, Octroi duty, Comprehensive insurance, vehicle

registration, RTO Expenses, Incidental & other expenses, extra fitment etc.(including GST also all price break up forms to be uploaded) This shall be kept firm during the validity period or even in the extended validity period. No claim or any ground shall be entertained later on.

9. The delivery schedule of the vehicles shall be clearly stated in the tender.
10. The delivery of the De-weeding machine will have to be given at designated lake assigned Executive Engineer, East & KRP-lakes department in writing at the time of delivery.
11. The rate quoted by the tenderer shall be as per the schedule of quantities attached. There will be no change in these rates under any circumstances.
12. The schedule of quantities should be completely filled as per the quantity for which tenderer has quoted for. If there are any corrections overwriting etc. in this annexure then the tender will be rejected.
13. The telephone Nos. and names of the responsible persons shall be clearly stated in the tender. The tenderer shall have proper communication system at their offices and residences of the concerned personnel so that in difficulty, they can be contacted.
14. In case of any dispute, the decision of Chief Commissioner, BBMP (GBA) shall be taken as final and bindings.
15. As per prevailing rules, TDS will be deducted at source towards Income Tax from all the bills submitted to the department. The TDS certificates shall be given by Chief Accountant's office at Municipal Head Office.
16. The tenderer must fill up the tender in the format given. If it is filled up in any other format, the same will be rejected.
17. The tenderer must state names and address of all the partners including E-mail address of the firm in the space provided for in the tender document. Any tenderer failing to do so will render himself liable to have his tender deposit forfeited.

VII MAINTENANCE OF DE-WEEDING MACHINE EQUIPMENT.

1. The Maintenance components of this contract are of very critical nature which has to be carried out 6 times yearly. The Tenderer is therefore sensitized to the need for proper planning, deployment and sustaining perfect maintenance throughout the entire period of the 3 year contract. Towards this, the tenderers are requested to submit a Comprehensive Maintenance Schedule of De-weeding machine equipments. The tenderer shall on being awarded the contract ensure deployment of suitably trained Mechanics, Operators, Drivers and make available all necessary Hand Tools, Special Tools, Servicing and Lubricating Equipments, etc.
2. The scope of work includes 6 visits of the site engineer to check the health, productivity and functionality of the machinery.
3. As per the contract the supplier should bid for the yearly maintenance for 3 years (i.e after completion of 1 year of delivery at lake designated by the purchaser) for all the parts including the consumables.
4. The work includes replacement of normal routine items like oil and parts like pipes, nuts, bolts, washers and all electrical and hydraulic spares, etc and any other spare parts and items which are required to be changed under normal wear and tear. The tenderer shall keep adequate essential parts / spares in their stock to render satisfactory services without any interruption.
5. All the spare parts supplied shall be genuine.
6. In case of major servicing, the vehicle will be taken by the Tenderer to workshop of the tenderer. However, all the toll taxes required to be paid will be paid by the successful tenderer.
7. The successful tenderer / their authorized dealer / Service provider shall have workshop.
8. The work also includes the cost of all parts, accessories, replacement of oil and the cost of labour required for these works .
9. The Hydraulic Oil for topping up will have to be supplied by the successful tenderer their authorised dealer / Service provider and the Oil & filters changed as per the recommendations of the manufacturers. The Oil grade used shall be that easily available in India.
10. Necessary records showing maintenance of the De-weeding machines shall be duly maintained by both parties. They shall be subjected to inspection as and when called for.
11. The successful tenderer shall bring their own tools and accessories for carrying out the maintenance work including special Tools & Fixtures.
12. GPS equipment fitted to the machine should be provided access to the Chief Engineer(FECC).

SECTION VII: QUALIFICATION CRITERIA

Qualification of the Tenderer:

The bidders should meet the following minimum Pre-qualification requirements and all these documents to be uploaded in KPP portal only. Failure to upload any of these will be considered unsuccessful or technical disqualified bidder.

1. The equipment manufacturer should be an ISO certified Company with manufacturing plant/full pledged service center with complete workshop facilities.

The Bidder should have the following minimum qualification criteria:-

- (a) The tenderer should be a manufacturer/Authorized Supplier who must have manufactured and supplied along with testing or directly supplied and tested de-weeding machines of capacity not less than 11m³ but confirming to all other same specification as specified in the Schedule of Requirements minimum of one de-weeding machine to any Government / ULB / or any other Government organizations either directly or through an authorised partner in any one of the last 3 years. The tenderer should have directly supplied at least one deweeding machine to any Government/ ULB/ or any other Government organisations. The components in the machines offered for supply must be of the most recent series models incorporating the latest improvements in design. The models should have been released on or after 2024 and be in satisfactory operation for 6 months as on date of tender opening.
- (ii) The average annual financial turnover of the tenderer should be Rs.128.00 lakhs during the last 3 preceeding financial years ending on the relevant financial year(2025-26). Copies of Balance sheets,P&L statements in support of above requirements should be furnished with the bid.
 - (iii) GST registration certificate to be enclosed.
 - (iv) Satisfactory operation of the machine issued and certified by any Government entity that is the custodian of the lake for minimum of 6 months in the last 1 year has to be furnished/enclosed.
 - (v) Certification of fit to operate in water bodies provided by any organization related to waterways or marine department to be furnished/.
 - (vi) All drawings as per the specification required in the machinery to be furnished.

- (b) Tenders of tenderers quoting as authorized representative of a manufacturer, meeting with

the above requirement in full, can also be considered provided.

- (i) The manufacturer furnishes authorization in the prescribed format assuring full guarantee and warranty obligations as per GCC and SCC.
- (ii) The tenderer, as authorized representative, should have supplied, installed and commissioned satisfactorily at least 1 de-weeding machines same to the type specified in the Schedule of Requirements in Government / ULB / or any other Government organizations in any one of the last three financial years which must be in satisfactory operation for at least 6 months on the date of tender opening.

- c. The tenderer should furnish the information on all past supplies and satisfactory performance for both (a) and (b) above.
1. Purchaser reserves the right to see the demonstration of the offered equipment and verify above facts before finalizing the eligibility of each of the bidders at the cost of the bidder.
 2. Bidder shall also furnish necessary certificate from Original Equipment Manufacturer certifying that they shall provide new & unused machine in the event, they are successful bidder.
 3. Further the Original Equipment Supplier shall also certify the Date of Manufacturing along with Copy of Certified 'Bill of Lading' & 'Country of Origin' Certificate at the time of supply of Machine.
 4. The Manufacturer should certify that they will supply spares and render services for the offered machines, for a minimum period of 5 years from the date of supply.
 5. The manufacturer of the Machines should certify that the machine meets all technical parameters as specified in the Tender.
 6. The Manufacturers or the bidders have not been banned / blacklisted by any Government 'or' Semi-Government Department 'or' PSU during last three years and does not have Blacklisting History. If the bidders or manufacturers have been banned then this fact must be clearly stated. However, if this declaration is not furnished the bill shall be rejected.

The price bid of only pre-qualified bidders will be opened.

1. Any reputed individual / Company registered with BBMP / KPWD/ in any other Government Department are eligible to apply.
2. No Joint Venture / Consortium is permissible.
3. A complete set of Tendering documents may be purchased online; upon payment of a non-refundable fee as set out in Clause No.6. Mode of payment for the purchase of Tendering documents shall be by e-Payment for an amount which is mentioned as the "Tender Processing Fees".
4. Submission of Tenders:
With all sought documents as per the bid document is to be uploaded in KPPP only. Failure to do so in any one of the document will lead to direct disqualification of the bidder. All tenders will be opened through KPPP only.
5. All Tender submissions shall be accompanied by receipt of the paid Earnest Money Deposit (E.M.D.)
6. Bruhat Bengaluru Mahanagara Palike reserves right to accept any Tender and to annul the Tendering process and/or reject all the Tenders at any time prior to award of the contract without hereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the action.

SECTION VIII: TENDER FORM

Date :.....

IFT No :.....

TO: (Name and address of purchaser)

IFT No.EE/lakes(East&KRPC)/TEND/ /2025-26

Gentlemen and/or Ladies:

Having examined the Tender Documents including Addenda Nos..... *[Insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver..... *(Description of Goods and Services)* in conformity with the said tender documents for the sum of *(Total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this tender.

We undertake, if our tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this tender for the Tender validity period specified in Clause 12.1 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept the lowest or any tender you may receive.

We clarify/confirm that we comply with the eligibility requirements as per ITT Clause 1 of the tender documents.

Dated this day of 20

(signature) (in the capacity of)

Duly authorized to sign Tender for and on behalf of

SECTION IX (A): FINANCIAL BID

Sl No	Item Description & Technical Specification	Quantity and Unit	Rate (in Rs.)(including GST)	Rate in words (including GST)	Remarks (if any)
1	Supply of machinery with all specification as per section v; schedule of requirements with one year warranty on all parts along with first year maintenance for the same.	1 no			GST component and actual price of the material should be provided in Remarks
2	Maintenance with all consumables for 2nd year	Per year			
3	Maintenance with all consumables for 3rd year	Per year			

Note: In case of discrepancy between unit price and total price, the unit price will prevail Total tender price in Rs

(Words).....

Signature of Tenderer

Name and address:

SECTION X: CONTRACT FORM

THIS AGREEMENT made the day of..... 2025 between *(Name of purchaser)* of..... *(Country of Purchaser)* (Hereinafter called "the Purchaser") of the one part and..... *(Name of Supplier)* of..... *(City and Country of Supplier)* (Hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., ... *(Brief Description of Goods and Services)* and has accepted a tender by the Supplier for the supply of those goods and services in the sum of..... *(Contract Price in Words and Figures)* (Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the Tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied/ provided by the Supplier are as under:

Sl. No.	Brief Description of Goods i.e Aquatic De-weeder	Quantity to be supplied	Unit price	Total Price
1	Supplying of aquatic de-weeder of 13 Cubic meter capacity and expandable feature along with a trailer and having all the specifics as per the schedule of requirements in section (V) with 3 year maintenance.	1 No		

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said (For the Purchaser)

in the presence of:.....

Signed, Sealed and Delivered by the

said (For the Supplier)

in the presence of:.....

SECTION XI. PERFORMANCE SECURITY FORM

To: _____ (Name of Purchaser)

WHEREAS (Name of Supplier)

hereinafter called "the Supplier" has undertaken , in pursuance of Contract No..... dated,..... 2025 to supply.....
.....(Description of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of
..... (Amount of the Guarantee in Words and Figures)
and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the day of.....2025

Signature and Seal of Guarantors

.....

.....

.....

Date.....2025

Address:.....

.....

SECTION XIII:- MANUFACTURERS' AUTHORIZATION FORM*

(Please see Clause 9.2 (a) of Instructions to Tenderers)

No. _____ dated

To

Executive Engineer
Lakes(East & KRPC)
Annex-3 building,
BBMP Head Office
N.R. Square, Bengaluru-560002

Dear Sir:

IFT No.

We _____ who are established and reputable manufacturers/Authorised suppliers of _____ (*name and description of goods offered*) having factories at _____ (*address of factory*) do state that:

- (a) M/s _____ (*Name and address of Agent*) is hereby authorized to submit a tender, and sign the contract with you for the goods manufactured by us against the above IFT; **OR**
- (b) M/s -----(*Name and address of the Authorized Dealer*) is our accredited/authorized Dealer

We hereby extend our full guarantee and warranty as per Clause 12 of the General Conditions of Contract for the goods and services offered for supply by the above firm against this IFT.

Yours faithfully,

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Tenderer in its tender.

- * Modify this format suitably in case where manufacturer's warranty and guarantee are not applicable for the items for which tenders are invited.

SECTION XIV

ACCEPTANCE IMPLEMENTATION SCHEDULE

To

Date:

Executive Engineer
Lakes(East & KRPC)
Annex-3 building,
BBMP Head Office
N.R. Square, Bengaluru-560002

Sir,

We M/s.....(Name of the bidder) here in after Called “the Contractor” have furnished the bid for supply on free of cost of transportation and delivery of de-weeding machines to destination as required by Executive Engineer Lakes(East & KRPC), failing which, you will have discretion to either reject or cancel the contract agreement by forfeiting E.M.D. paid by me.

Yours faithfully,

Signature of manufacturer/Authorised supplier

Seal:

Pace:

Date:

SECTION XV

UNDERTAKING

To

Date:

Executive Engineer
Lakes(East & KRPC)
Annex-3 building,
BBMP Head Office
N.R. Square, Bengaluru-560002

Sir,

We M/s.....(Name of the bidder) here in after Called “the Contractor” do hereby affirm and undertake to abide by all the terms, conditions and specifications given in the bidding document while performing the contractual obligations relating to supply on free of cost of transportation and delivery of de-weeding machines to designated lake assigned by BBMP lakes department within stipulated time.

Yours faithfully,

Signature of manufacturer/Approved Dealer

Seal:

Pace:

Date:

SECTION XVI

DETAILS OF ORAGANISATION OF MANUFACTURERS / APPROVED DEALERS TO BE SUBMITTED

1	Name of the Company or firm individual	
2	Address and Telephone Number	
3	Year of starting the organization & registration number (photo copy of registration certificate to been closed	
4	Address of the manufacturer / approved dealer	
5	Status of manufacturer / approved dealer	Own /Partnership
6	a) VAT. No. PAN No. of Income Tax Dept.(Photocopy of I. T. returns for the last three years to be enclosed)	
7	Audit reports for the last 3 years (certified copy of Chartered Account' report in P&L account to be enclosed)	
8	Particulars of VAT returns for the last 3 years (Photo copy of returns to be enclosed)	
9	Experience of Manufacturer / Approved dealer relating to supply of De-weeding machine	
10	Particulars of E.M.D. submitted As per KPPP	
11	Remarks	

Signature of
manufacturer/Approved Dealer

Seal:

